

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

Tammy Duquette,

Plaintiff,

v.

Law Office of Mandy L. Spaulding; and
DOES 1-10, inclusive,

Defendants.

:
:
:
:
:
:
:
:
:
:
:
:

Civil Action No.: 4:13-cv-40097

COMPLAINT

For this Complaint, the Plaintiff, Tammy Duquette, by undersigned counsel, states as follows:

JURISDICTION

1. This action arises out of Defendants' repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA"), and the invasions of Plaintiff's personal privacy by the Defendants and its agents in their illegal efforts to collect a consumer debt.

2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.

3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that the Defendants transact business in this District and a substantial portion of the acts giving rise to this action occurred in this District.

PARTIES

4. The Plaintiff, Tammy Duquette ("Plaintiff"), is an adult individual residing in Barre, Massachusetts, and is a "consumer" as the term is defined by 15 U.S.C. § 1692a(3).

5. Defendant Law Office of Mandy L. Spaulding ("Spaulding"), is a Massachusetts business entity with an address of 6 Wilkens Drive, Suite 207, Plainville, Massachusetts 02762,

operating as a collection agency, and is a “debt collector” as the term is defined by 15 U.S.C. § 1692a(6).

6. Does 1-10 (the “Collectors”) are individual collectors employed by Spaulding and whose identities are currently unknown to the Plaintiff. One or more of the Collectors may be joined as parties once their identities are disclosed through discovery.

7. Spaulding at all times acted by and through one or more of the Collectors.

ALLEGATIONS APPLICABLE TO ALL COUNTS

A. The Debt

8. The Plaintiff allegedly incurred a financial obligation in the approximate amount of \$3,600.00 (the “Debt”) to Kay Jewelers (the “Creditor”).

9. The Debt arose from services provided by the Creditor which were primarily for family, personal or household purposes and which meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

10. The Debt was purchased, assigned or transferred to Spaulding for collection, or Spaulding was employed by the Creditor to collect the Debt.

11. The Defendants attempted to collect the Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

B. Spaulding Engages in Harassment and Abusive Tactics

12. On or around August 20, 2012, Plaintiff spoke with Spaulding regarding the Debt and requested that Spaulding cease calls to her place of employment.

13. Approximately the same time, Spaulding mailed an Agreement for Judgment form to the Plaintiff and asked Plaintiff to sign the form.

14. Plaintiff did not sign the form and did not return it to Spaulding.

15. On or around October 9, 2013, Spaulding placed another call to Plaintiff at her place of employment, despite her previous request not to call her work, and asked to return the signed paperwork that Spaulding had previously mailed to the Plaintiff.

16. After this call, Plaintiff also did not sign the form and did not return it to Spaulding.

17. On or around May 3, 2013, Nicholas Amaral, an employee of Spaulding, placed a call to Plaintiff at her place of employment and stated that Spaulding had obtained a judgment against the Plaintiff and she had to return the signed paperwork that Spaulding had previously mailed to the Plaintiff.

18. Furthermore, Nicholas Amaral stated that if Plaintiff did not comply, Spaulding would immediately proceed with garnishment of Plaintiff's wages.

19. On that same day, May 3, 2013, Spaulding filed a notice with the court requesting an issuance of execution. Exhibit A.

20. That same day, Plaintiff faxed correspondence to the court requesting a copy of the alleged judgment Spaulding had obtained against the Plaintiff. Exhibit B.

21. On May 9, 2013, the court responded to Plaintiff and Spaulding that there was no judgment entered against the Plaintiff and, therefore, the court could not issue an execution as requested by Spaulding. Exhibit C.

C. Plaintiff Suffered Actual Damages

22. The Plaintiff has suffered and continues to suffer actual damages as a result of the Defendants' unlawful conduct.

23. As a direct consequence of the Defendants' acts, practices and conduct, the Plaintiff suffered and continues to suffer from humiliation, anger, anxiety, emotional distress, fear, frustration and embarrassment.

COUNT I
VIOLATIONS OF THE FDCPA 15 U.S.C. § 1692, et seq.

24. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

25. The Defendants' conduct violated 15 U.S.C. § 1692c(a)(3) in that Defendants contacted the Plaintiff at his place of employment, knowing that the Plaintiff's employer prohibited such communications.

26. The Defendants' conduct violated 15 U.S.C. § 1692d in that Defendants engaged in behavior the natural consequence of which was to harass, oppress, or abuse the Plaintiff in connection with the collection of a debt.

27. The Defendants' conduct violated 15 U.S.C. § 1692e in that Defendants used false, deceptive, or misleading representation or means in connection with the collection of a debt.

28. The Defendants' conduct violated 15 U.S.C. § 1692e(2) in that Defendants misrepresented the character and legal status of the Debt.

29. The Defendants' conduct violated 15 U.S.C. § 1692e(4) in that Defendants threatened the Plaintiff with garnishment if the Debt was not paid.

30. The Defendants' conduct violated 15 U.S.C. § 1692e(10) in that Defendants employed false and deceptive means to collect a debt.

31. The Defendants' conduct violated 15 U.S.C. § 1692f in that Defendants used unfair and unconscionable means to collect a debt.

32. The foregoing acts and omissions of the Defendants constitute numerous and multiple violations of the FDCPA, including every one of the above-cited provisions.

33. The Plaintiff is entitled to damages as a result of Defendants' violations.

COUNT II
VIOLATION OF THE MASSACHUSETTS CONSUMER PROTECTION ACT,
M.G.L. c. 93A § 2, et seq.

34. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

35. The Defendants employed unfair or deceptive acts to collect the Debt, in violation of M.G.L. c. 93A § 2.

36. Defendant's failure to comply with these provisions constitutes an unfair or deceptive act under M.G.L. c. 93A § 9 and, as such, the Plaintiff is entitled to double or treble damages plus reasonable attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that judgment be entered against Defendants:

1. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against Defendants;
2. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A) against Defendants;
3. Costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3) against Defendants;
4. Double or treble damages plus reasonable attorney's fees pursuant to M.G.L. c. 93A § 3(A);
5. Actual damages from Defendants for the all damages including emotional distress suffered as a result of the intentional, reckless, and/or negligent

FDCPA violations and intentional, reckless, and/or negligent invasions of privacy in an amount to be determined at trial for the Plaintiff;

6. Punitive damages; and
7. Such other and further relief as may be just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: August 21, 2013

Respectfully submitted,

By /s/ Sergei Lemberg

Sergei Lemberg (BBO# 650671)
LEMBERG & ASSOCIATES L.L.C.
1100 Summer Street, 3rd Floor
Stamford, CT 06905
Telephone: (203) 653-2250
Facsimile: (203) 653-3424
Attorneys for Plaintiff